

THE DUNMOW FLITCH.

The celebrated custom at Dunmow was to solemnly and joyfully present a flitch or garmon of bacon to any married couple who, a year and a day after their marriage, would take a prescribed oath that neither of them had repented their union, or had a word of quarrel. The claimants kneel on two uncomfortable sharp-pointed stones in the churchyard, and there, after other rites, take the following quaint oath:

You shall swear by custom of confession, That you never made nuptial transgression; Nor since you were married man and wife, By household drudgery or contentious strife, Or otherwise at bed or at board, Offended each other by deed or by word; Or since the parish clerk said Amen, Wished yourselves unmarried again; Or in a twelvemonth and a day, Repented not in thought any way; But continued true in thought and desire, If to these conditions without all fear, Of your own accord you will freely swear, A whole garmon of bacon you shall receive, And bear it home with you and your wedded wife, To be your custom at Dunmow well known, Though the pleasure be ours, the bacon's your own.

This droll mode of rewarding forbearing tempers was certainly current even in Edward the Third's time, because Chaucer makes his merry, wifely Bath say of her worried husband,

"That bacon was not fed, for hem, I trowe.

The flitch was, in fact, claimed on an average about once in a century. The claim of the 29th of June, 1751, was peculiarly immortalized by an engraving of Mosely's, from an original drawing of the scene made by David Ogborne. It represents the joyous procession on their return from Dunmow church with the flitch, and before the traditional quarrel had taken place, as to how the bacon was to be disposed of. The happy and successful claimants were Thomas Shakeshaft, weaver, of the parish of Wetherfield, and Ann, his wife. They knelt down on the sharp stones, as earnestly insisted upon, took the oath, and bore away the garmon. Mosely's scarce engraving was republished by Cribb, 288, Holborn, in 1826. The celebrated Bowles, of Cornhill, also published another large print, now rare, of the Dunmow procession. After the repetition of the oath, the couple were seated in a square wooden chair, still preserved in the priory (very small as it is), and carried round the site of the old manor, with drums and fiddles, and much noisy and exulting village minstrelsy, the flitch, totally ruined by the process, being thrust through with a pole, and carried before them. The steward's lord and officers of the manor followed with the inferior servants. Then came a very interesting part of the procession, the jury—six young bachelors and six smiling and backward-glancing maidens, who were by this great example urged onward to the blessed matrimonial state. The ceremony must indeed have been like a wedding breakfast, a perfect seed-plot of future marriages. Many thousands of people from all villages and towns, even as far as the borders of Suffolk, then followed, shouting and exulting in this triumph of Love and Hyman.

The oak chair used on this occasion was probably the official chair of some former prior of Dunmow, or else the official seat of the lord of the manor, being that in which the Fitzwalters for generations had, perhaps, received the suit and service of their servants. It was, however, a satanic device, the very Fiend's arch mock, the shrewdest subtlety of Discord, Mrs. Cauder's grandmamma, to make the chair too small, so that the jammed and aching couple should quarrel instantly they had won the prize.

A custom almost precisely similar to that of Dunmow, existed at Whichenour, in Staffordshire, but is much less generally known. Pennant, who visited Whichenour House in 1780, states that it was "remarkable from the painted wooden bacon flitch still hung over the hall chimney, in memory of the singular tenure by which Sir Philip de Somerville in the time of Edward the Third held the manor." The oath ran as follows: "Hear ye, Sir Philip de Somerville, Lord of Whichenour, maintain and give of this bacon, that I, A. syth I wedded B., my wife, and syth I had her in my kypynge, and at wylle, by a yere and a daye after our marryage, I would not have changed for hane other, farer nor fowler, richer nor poorer, nor for none other descended of gretter lynage, sleeping no waking, at noo time; and if the said B. were sole, and I sole, I would take her to be my wife before all the women of the world, of what condicions soevere they be, good or evyle, as help me God, and his seyntys, and this flesh and all fleshes." If the claimant were a "villager," corn and a cheese were given him in addition to the flitch, and a horse was likewise provided to take him out of the limits of the manor, all the free tenants thereof conducting him with "trumpets, tabourets, and other manoir of mystrale." In respect to the Whichenour flitch, Pennant remarks, that it has "remained untouched from the 1st century of its institution to the present," adding, jocosely, "We are credibly informed that the late and present worthy owners of the manor were deterred from entering into the holy state from the dread of not obtaining a single rasher of their own bacon."

In Grose's time the Dunmow lords of the manor tried hard to save their bacon, and refused the honorable trial of the flitch to several believers in the excellence of gammon. Probably, says the sly, fat friend of Burns, it was refused because "conjugal affection is not so rare now as heretofore, or else because qualification oaths are now supposed to be held less sacred."

The Dunmow flitch was first claimed in 1445, at least that is the first claim on record. Shakeshaft and his wife were shrewd people, for they made a large sum in 1751 by selling slices of the beatified bacon to many of the five thousand persons present. Gradually the custom slept, as good and bad customs sometimes do, had indeed a good nap of a hundred and four years, then Mr. Harrison Ainsworth, the historical novelist, made a gallant and disinterested effort to revive it. The lord of the manor opposed the revival as a nuisance, but Mr. Ainsworth and his friends defrayed the expense of the festival, and provided not merely one but two sets of claimants. We almost forget whether they were advertised for, but there they appeared as large as life, and much more real, Mr. and Mrs. Barlow, of Chipping Ongar, and the Chevalier Chastelaine, an ex-Bordeaux editor, and other dashing translators of Chaucer and other of our poets. It was quite a religious picture by Frith. "Rokettes? We believe you! Banners? Rather! Fiddles, fies and drums, trumpets, bassoons, and horns? Plenty of them. Whether the stubborn lord of the ill manner could not have been compelled by the Dunmow people to carry out the old tenure is a moot point which the crowd merely throws out to the worthy lawyers of Essex generally. Let the cynics say what they like; let them compare marriage to a bag of snakes and eels (stuff), to a lottery (psaw!), to a birdge—those who are in wishing to get

out, and those who are out wishing to get in (rubbish!), we despise such bitter chaffs (out on them). They know well enough (a pest on 'em!) the sour wretches, that every pair of us has deserved the blessed flitch, and that no one of us ever repented his marriage within the year—at least, let them say so who will. It was a goodly ceremony, and impressed on the Essex maidens those fine lines of the ex-shrew, Katherine:—

"Thy husband is the lord, thy life, thy keeper, Thy head, thy sovereign; one that cares for thee, And for thy maintenance commits his body To painful labor, both by sea and land, To watch the night in storms, the day in cold, While thou dost sit at home, secure and safe, And craves no other tribute at thy hands, But love, fair looks, and true obedience, Too little payment for so great a debt."

The last flitch given away was in 1850.—*All the Year Round.*

THE CITY TRUSTS.

A Powerful Argument by William Welsh—He Accuses a Faction on the Board. The following letter has been made public: PHILADELPHIA, Sept. 11, 1869.—To James L. Claghorn, Esq.—Dear Sir:—The following statement is made in reply to your inquiries about one of the charities placed under the control of the Directors of City Trusts by the recent amendment to the charter of the city of Philadelphia.

In December last the Supreme Court of the United States, in a suit by the heirs, decided that the State, as sovereign, has ample control over the Girard Trust, because, it was entrusted to a municipality that is a creature of the State.

The following is an extract from that decision:—
"It cannot admit of a doubt that where the sovereign may interfere to enforce the execution of the Trusts, either by changing the administrator, if the corporation be dissolved, or if not, by modifying or enlarging its franchises, provided the Trusts be not perverted and no wrong done to the beneficiaries."

From the experience of the last fourteen years it has become painfully apparent that the Girard Trust was "perverted," and that "wrong was done to the beneficiaries" by the act of 1854, enlarging the franchises of the city. At the instance of many of our purest and most intelligent citizens, and with the approval of the entire press, the Legislature at its last session almost unanimously remedied the former wrong to the widow and the orphan by "modifying the franchises of the city corporation" in strict accordance with the recent decision of the Supreme Court.

The framers of the Consolidation Act now see that it would have been proper to have perpetuated the charter of the old city in some modified form, to serve as a perpetual trustee of the property specially committed to its citizens in their corporate capacity. To compensate his fellow-citizens residing within the old city limits, and to induce them to be faithful trustees, Mr. Girard gave them the use of half a million of dollars, a preference over all others in supporting and educating their orphans, and the use of all the surplus income from the estate beyond what was necessary to maintain the college. By the Act of Consolidation, the management of the college and of all the Girard estate was taken from the old city and transferred to the then county. As children born outside of the old city limits have no preference in admission to the college beyond those in other counties in the State, it is natural that the present trustees should claim political and other patronage, and appoint from the dominant party all the Directors of the college and every officer entrusted with the collection or disbursement of money.

By the increasing stringency in the rules of political parties, this patronage is now claimed as a right, and surely no Trust of any kind, or any educational institution, can have the confidence of the community, or be managed with high efficiency, when its governors are removed with each change in party politics. Mr. Girard tried to prevent the present lamentable state of things by forfeiting to the State all coal lands and other property outside of the city, if any one of the provisions of his will was "knowingly and willingly violated." A bill in equity was commenced in the Supreme Court in this State by the surviving executor of Mr. Girard's will, and by other citizens, to remedy the alleged defects in the management of the Girard estate; but eminent counsel suggested that if the suit was pressed a forfeit of this valuable property might occur, and that as the wrong had been innocently effected by the Legislature, it was eminently proper first to ask it to apply the remedy.

No one questions that the State has authority to so amend the charter of the city as to authorize the appointment of one or more city officers, in any way that it may be pleased to designate, and to entrust to them all the power now vested in the City Councils. When the undersigned agreed to act as the representative of his fellow-citizens in endeavoring to procure such legislation as would rescue the Girard and other charitable trusts from the corrupting influences of party politics, he expressly stipulated that he should be exempt from all further service, and that was his fixed determination. On his recent return from a visit to some of the Indian reservations on the Missouri river, he was surprised to learn that, contrary to the determination he had expressed, he had been appointed one of the Directors of City Trusts. Your arguments, and those of other Directors and disinterested citizens, have overbalanced his determination; therefore, he will be present at the meeting to be held on the 13th inst.

Yours, truly,
WILLIAM WELSH,
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